

INVITATION TO BID

ARMD/2023/23

**BID DESCRIPTION: PROVISION OF A MANDREL PIPE BENDING MACHINE
AND ACCESSORIES FOR ARMSCOR DOCKYARD**

TABLE OF CONTENTS

KD17:	14 Pages
Annexure/Appendix:	
KD18:	2 Pages
KD21:	1 Page
KD22:	2 Pages
KD24:	4 Pages
KD25:	1 Page
KD26:	2 Pages
KD27	5 Pages
Annexure 1 to KD 24	2 Pages
Annexure 2 to KD24	2 Pages
Annexure 1 to KD 25	2 Pages

PROPRIETARY INFORMATION

- Bid documents may **ONLY** be obtained from the Armscor Supply Chain Management Department.
- Bid documents obtained from Armscor may **NOT** be given to a third party.
- Bid proposals received from companies whose bid documents were **NOT** obtained from Armscor will **NOT** be considered.

Bids must ONLY be submitted in hard copy; electronic bids submissions are NOT acceptable.

Kindly register on the National Treasury's Central Supplier Database (CSD) via www.csd.gov.za

RETURNABLE DOCUMENTS CHECKLIST

Bidders are required to develop a returnable schedule annexure in accordance with the following table of contents

	List of documents required.	Submitted [Yes or No]	
1.	Central Supplier database (CSD) registration report or Unique Registration Reference Number	Yes ☐	No ☐
2.	Valid Tax Clearance Certificate (s) and or proof of application endorsed by SARS and / or SARS issued verification pin code.	Yes ☐	No ☐
3.	Copies of bidders CIPC Company registration documents listing all members with percentage, See bidding structure for required documents.	Yes ☐	No ☐
4.	Copy of the Joint Venture / Consortium Agreement duly signed by all parties	Yes ☐	No ☐
5.	Copy of the Sub-Contracting Agreement duly signed by all parties	Yes ☐	No ☐
6.	Valid proof of BBBEE status for the bidder and its sub-contractor(s)	Yes ☐	No ☐
7.	Designated sectors: Local production and content. (Where applicable)	Yes ☐	No ☐
8.	Originally certified copy of Identity Document for the Company representative	Yes ☐	No ☐
9.	Copy of latest audited financial statements	Yes ☐	No ☐
10.	Bid conditions acceptance form on KD17	Yes ☐	No ☐

**ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD
(ARMSCOR)**

Company registration: 1968/008611/06 Vat registration: 4500101169

**REQUEST FOR BID: ARMD/2023/23 - PROVISION OF A MANDREL PIPE
BENDING MACHINE AND ACCESSORIES FOR ARMSCOR DOCKYARD**

1. INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 Bid Closing at **11:00 am** on **18/06/2024 (SOUTH AFRICAN TIME)**
- 1.2 Bids must be submitted in a sealed envelope marked with this bid reference number.
- 1.3 The sealed envelope must be deposited in the bid box at Armscor Dockyard, Cole Point Security gate, Simon's Town before the bid closing date and time addressed to:
- The Divisional Manager Procurement & Logistics
Armscor Dockyard
- Postal address: Armscor Dockyard
Private Bag X3
Simon's Town, 7995
- Delivery address: Armscor Dockyard Tender Box
Dockyard Security Entrance
Cole Point Road
Simon's Town
- 1.4 Bids dispatched by the courier service Company must be marked with bid reference number on the delivery note / packaging and the courier must ensure that the bid document is deposited in the bid box before the closing date and time. **Armscor will not be held responsible for any delays where bid documents are handed to the Armscor Reception.**
- 1.5 Bid proposals received after the closing time and date will not be considered.

2. ENQUIRIES

- 2.1 All queries regarding this bid must be addressed in writing to:
The Procurement Division E-mail Address: **BambananiT@armscordy.co.za**.
Questions/enquiries relating to this RFB should be received three working days prior to the closing date. Queries received after this period will not be entertained.

3. BID VALIDITY PERIOD

Bid proposals to remain valid for acceptance for a period of **hundred and twenty (120) days** counted from the closing date.

NOTE: Bids for the supply of the goods and/or services described in the attached documents are invited in accordance with the provisions of the General Conditions of Contract (A-STD-0020) Issue 5 dated 22 June 2022 , as well as any special condition contained in these documents. Copies of the General Conditions of Contract and the Rules of Procedure are available on Armscor's website at www.armscor.co.za.

BID AWARD RESULTS:

**Result on bid awarding information is not sent to unsuccessful bidders.
Particulars of successful bidders are also NOT published on the Armscor
Acquisition Bulletin.**

BIDDING STRUCTURE

Indicate the type of bidding structure by marking with an 'X' in an appropriate box.	
Individual Bidder	
Joint Venture	
Consortium	
Using Sub-contractors	
Other	

Only fill the relevant category:

If individual bidder, indicate the following:	
Name of Bidder	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

If Joint Venture or Consortium, indicate the following: (To be completed for each JV/Consortium member)

Name of Joint Venture / Consortium	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	

NB: Submit with the bid the following documents:

Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.

In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.

Latest copies of all share certificates, in case of a company or any other form of a legal entity.

Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.

If using subcontractors, indicate the following:	
Name of Prime -Contractor	
Percentage Value to be subcontracted	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
Subcontractor Details:	
Name of Subcontractor	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents for both Prime and Sub-Contractors:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

Other:	
Name of Bidder	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

Declaration:

I, as the duly authorized representative of the bidder hereby authorize Armscor to request, investigate and process company information including tax compliance via the SARS website.

.....
Name

.....
ID number

BID CONDITIONS ACCEPTANCE FORM

Bidders shall complete and sign this bid conditions acceptance form

I/We hereby offer to supply all of the supplies and/or services described in the Pricing Schedule and /or attached documents on the terms and conditions and in accordance with the conditions set out in A-STD-0020 Issue 5 dated 22 June 2022 (and I/we acknowledge that I/we am/are acquainted therewith) at the price and on the terms of delivery/execution inserted by me/us.

I/We agree -

1. that this bid shall remain binding on me/us and open for acceptance for the period stipulated above;
2. that if my/our bids is accepted, the acceptance will be communicated to me/us by letter or order through the post, and such acceptance shall constitute a contract between me/us and Armscor, subject to the terms and conditions set out in Armscor's General Conditions of Contract (A-STD-0020), Issue 5 dated 22 June 2022, the contents of which I/we acknowledge ourselves to be acquainted with.

I/We choose as domicilium citandi et executandi in the Republic

.....

.....

(no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

Complete registered:

Name of bidder:.....

AUTHORISED SIGNATURE

..... Date:

Name in block letters:

Capacity:

SUPPLIER REGISTRATION

- 1.1 Bidders must register on the National Treasury Central Supplier Database (CSD) in terms of National Treasury Instruction Note 3 of 2016/17.
- 1.2 Bidders must electronically register for Security on Armscor website to be considered for orders which are administered by Armscor SOC Ltd on Behalf of clients.

For more information on security registration contact:-
The Security Registration
Private Bag X337
PRETORIA
0001

E-mail:- register@armscor.co.za

ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

1. The pages of the KD17 document are numbered from one, and the final page bears the words "and last". Bidders should check the numbers of the pages as no liability arising from claims owing to the omission or duplication of pages will be recognised by Armscor. The appendices mentioned in these pages form part of the bids.
2. **All bidders shall -**
 - 2.1. insert their name at the top of each price schedule form used (a rubber stamp may be used);
 - 2.2. insert the information in the spaces provided in the price schedules by writing or typing on the dotted lines only (additional information should be contained in a separate annexure);
 - 2.3. if they wish to make more than one bid against an item, as an alternative, apply for additional copies of the bid documents or photocopy one or more pages, and not retype or redraft any of the forms used;
 - 2.4. indicate the prices quoted in the units shown and quote them per item;
 - 2.5. indicate in respect of each item whether the goods/services quoted comply strictly with the specified requirements, and furnish particulars of deviations if this is not so;
 - 2.6. complete all appendices.
3. **Value-added tax, customs duties, *ad valorem* customs duties and surcharges:**
 - 3.1. Value added tax levied by the Receiver of Revenue must not be included in the prices quoted but be shown as a separate line item.
 - 3.2. Where supplies are quoted which are subject to levying of any customs duty, *ad valorem* customs or excise duty or surcharge by the Department of Customs and Excise, such charges must not be included by the bidder in the prices quoted. The applicable customs duty, *ad valorem* customs or excise duty or surcharge must, however, be indicated separately where provided for on Armscor's Questionnaire (KD 18).
4. **Security:**
 - 4.1. Classified bids are to be handled in the manner set out in Armscor's Security Instruction, document number A-WI-014, copies of which are obtainable on request from the Contractor Security Section, P O Box 411, Pretoria, 0001.
 - 4.2. Attention is drawn particularly to the procedure set out in chapter 4 of the manual, which is to be complied with when forwarding classified documents.

5. **Advance payments:**

Bidders shall furnish the price without advance payment.

6. **Performance Guarantee:**

Armscor reserves the right to request the successful bidders to submit a performance guarantee for the proposed contract. Bidders must submit prices without provision for the performance guarantee as well as prices including the cost of such a guarantee.

7. **Commissions:**

If any commission is payable by yourself to any person(s) or body as a result of any order which may arise from this Request for Proposal, you must submit full details of the applicable person(s) or body and the amount payable, with this bids.

8. **Compliance with Arms Control and Non-Proliferation requirements**

Any bidder responding to this Request for Proposal (RFP) shall comply with the following when dealing with defence matériel:

8.1 All relevant South African legislation, including, but not restricted to, the following:

- a) National Conventional Arms Control Act, Act No. 41 of 2002, and its implementing Regulations; and
- b) Non-proliferation of Weapons of Mass Destruction Act, Act No. 87 of 1993, as amended, and its implementing Regulations.

8.2 Defence export legislation of supplier countries, i.e. countries from which defence matériel is exported to South Africa as well as countries of origin of the matériel.

- 8.3 It is the responsibility of the bidder to, when applicable, register with the Directorate Conventional Arms Control (DCAC), Defence Secretariat, in terms of section 13 of the National Conventional Arms Control Act and with the South African Council for the Non-Proliferation of Weapons of Mass Destruction Act.
- 8.4 If a contract with Armscor is being entered into, the Contractor shall comply with arms control and non-proliferation requirements as prescribed by the contract-

9. Submission of a NCACC Permit

- 9.1 In terms of the National Conventional Arms Control Act (Act No 41 of 2002, Chapter II, section 13), no person may trade in conventional arms, unless that person is:
- a) Registered with the National Conventional Arms Control Committee (NCACC)
 - b) Is in possession of a permit authorised by the NCACC and issued by the Directorate Conventional Arms control (DCAC).

NOTE: Local bidders who trade in Conventional Arms as set out above are required to submit a certified copy of a valid NCACC permit when submitting a bid.

10. Tax Compliance

The conditions detailed in the Instruction for Application for Tax Compliance (KD 25) must be adhered to. Armscor Suppliers /Bidders must remain tax compliant for the duration of their contracts.

11. Defence Industrial Participation and National Industrial Participation

- 11.1 The DIP value threshold of foreign content is based on:

Any single agreement of which the foreign content exceeds USD 2 million; Multiple main agreements concluded within two years of each other, within the framework of a specific project or across different projects, for same and or similar products or services, awarded to the same Seller of which the aggregate value of the foreign content exceeds USD 2 million; Extensions or amendments to the main agreement within the active life of the agreement, which result in the aggregate foreign content value of the project exceeding USD 2 million; Where multiple suppliers are used to address a single Defence Acquisition for the same products or services and the value of the foreign content, in total, exceeds USD 2 million, each supplier shall incur pro rata 50% of the total DIP obligation.

- 11.2 Where a contract to the value of the equivalent of USD10 000 000 or more, is placed on a foreign company, a minimum of 30 % National Industrial Participation (NIP) shall be part of the foreign company's contractual obligations, in addition to the 50 % DIP. This condition is also applicable to all contracts placed on a local company, subcontracting a single foreign company to the aforesaid value or more.

12. Mandatory local production and content for designated sectors

- 12.1 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 12.2 If there is no designated sector, Armscor will include as a specific condition of the bid, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

13. **Awarding of Bids**

The awarding of bids will be in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 and Armscor Preference Point System of the Preferential Procurement Regulations, 2022.

The applicable points are:

Price: (Pp)	80 Points
Specific Goals:	20 Points
	Total: 100 Points

The following formula must be used to calculate the points in respect of a bid up to a rand value of R 50 000 000, 00 (all applicable taxes included).

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s	=	Points scored for price of bid under consideration
P_t	=	Price of bid under consideration
P_{min}	=	Price of lowest acceptable bid

KD17 – page 12 -

BID NUMBER : ARMD/2023/23

CLOSING AT 11:00 ON : 18/06/2024

VALIDITY PERIOD: 120 DAYS

NAME OF BIDDER :

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
1	Provision of Machine as per RFB Annexure A	1			
2	Provision of Bending Tools/Dies as per Annexure D	LOT			
3	Provision of Pipe as per Annexure E	LOT			
4	Provision of Training as per RFB Annexure A (Paragraph 3.10)	7 (Per Person)			
	<u>Specific Goals:</u> Advancement of SMMEs (Black Owned Entities) Single-envelope evaluation approach <u>Transformation Requirements</u> Black Equity Ownership – 35%: Applicable Specific Goals applicable – Table A				
TOTAL (excluding VAT)					
VAT					
TOTAL (including VAT)					

Please complete the below Annexures D AND E with the prices per line for each item. A PRICE NEEDS TO BE PROVIDED AGAINST EACH LINE – FAILURE TO DO WHICH WILL RESULT IN THE BID BEING DISQUALIFIED. Carry the total prices for annexures D (Line item 2) and E (Line item 3) over to the KD17 price schedule above.

1. Delivery address: Armscor Dockyard, Simon Town.
2. * Period required for commencement of delivery, after receipt of order:.....
3. * Rate of delivery:.....
4. * Period required for completion of order, after receipt thereof:.....
- * Must be completed by Bidder if not completed by Armscor.

ANNEXURE D: BENDING TOOLS/DIES TO BE PROVIDED WITH MACHINE

Tool Set No.	Nominal Diameter- ND In mm	Outside Diameter- OD In mm	Thickness In mm	Internal Diameter- ID In mm	CLR- Long: 1.4 to 1.5 xND In mm	Pipe Material	Qty	Unit Price In Foreign Currency	Unit Price In S.A. Currency	Subtotal
1	32	42,2	3,56	35,08	47,7	Steel	1			
2	40	48,3	3,68	40,94	57,2	Steel	1			
3	50	60,3	3,91	52,48	76,2	Steel	1			
4	65	73	5,16	62,68	95,3	Steel	1			
5	80	88,9	5,49	77,92	114,3	Steel	1			
6	90	101,6	5,74	90,12	133,4	Steel	1			
7	40	44,5	2,5	39,5	57±3	Copper Nickel	1			
8	50	57	2,5	52	76±2	Copper Nickel	1			
9	70	76	2,5	71	95±10	Copper Nickel	1			
10	80	89	2,5	84	114±6	Copper Nickel	1			
ANNEXURE D TOTAL (EXCLUDING VAT)										

ANNEXURE E: PIPES TO BE PROVIDED WITH MACHINE

Item No.	Nominal Diameter-ND	Outside Diameter-OD	Thickness	Schedule	Pipe Material	Standard (Shall be marked on pipe)	Qty	Unit Price In Foreign Currency	Unit Price In S.A. Currency	Subtotal
1	32	42,2	3,56	40 (Standard)	Steel	ASTM A106	1			
2	50	60,3	3,91	40 (Standard)	Steel	ASTM A106	1			
3	90	101,6	5,74	40 (Standard)	Steel	ASTM A106	1			
4	40	44,5	2.5	N/A	Copper Nickel	DIN 86019	1			
5	80	89	2.5	N/A	Copper Nickel	DIN 86019	1			
ANNEXURE E TOTAL (EXCLUDING VAT)										

-1-

**ARMAMENTS CORPORATION OF SOUTH AFRICA LTD
(ARMSCOR)**

QUESTIONNAIRE

REPLIES

1. What is the request for bids number?
.....
2. Price basis of bids (**Delivered into store**):
.....
3. Indicate which of the following applies:

3.1 The prices are fixed.	
3.2 The prices are not fixed	
4. The delivery period shall be fixed
5. Are you the accredited agent in the RSA for the manufacturer of the supplies quoted by you?
.....

WHERE SUPPLIES OFFERED ARE TO BE IMPORTED OR ARE OFFERED EX BONDED WAREHOUSE, THE ATTACHED SECURITY QUESTIONNAIRE (KD 22) MUST BE COMPLETED AND THE FOLLOWING QUESTIONS ANSWERED:

6. Is a special import permit required?
.....
If not, state your imports permit number
.....
7. What are the names and addresses of your overseas suppliers? (Give particulars in KD 22)
.....
8. Foreign content:
 - 8.1 What amount in foreign currency must be remitted?
overseas?
.....
 - 8.2 What is the rate of exchange used in converting the ZAR1, 00 =.....

amount into SA Rand and the date on which this is based? DATE:
9. Statutory costs:
 - 9.1 Are the goods quoted on subject to customs duty,
ad valorem customs or surcharge?
.....

.../2

-2-

9.2 If so, what is the amount payable in respect of

a) Customs duty

b) Ad valorem customs duty?

PRICE BREAKDOWN

10. The following particulars must be furnished, failure of which may invalidate the bids.

- 10.1 FOB/FCA cost of item
- 10.2 Sea/Air freight
- 10.3 Insurance charges
- 10.4 Clearance charges
- 10.5 Customs duties
- 10.6 Ad valorem customs duties
- 10.7 Delivery costs from port/airport to your premises
- 10.8 Local content (excluding (10.10))
- 10.9 Delivery costs from your premises into store
- 10.10 Balance (detail to be submitted)

AMOUNT	% OF TOTAL PRICE

TOTAL

.....
DATE

.....
BIDDER'S SIGNATURE

-1-

**ARMAMENTS CORPORATION OF S.A. LIMITED
(ARMSCOR)**

PREVIOUS PURCHASES

LAST TWO BIDS

If any similar or identical equipment has been supplied to ARMSCOR,
or to any of ARMSCOR'S subsidiaries or the South African National Defence
Force, the completion of this form by bidders is compulsory.

DATE OF BIDS	ORGANIZATION	ORDER NO.	ITEMS PURCHASED	UNIT PRICE	MOTIVATION FOR PRICE DIFFERENCES

BIDDER:	
SURNAME AND INITIALS:	
DATE:	
SIGNATURE:	

**ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED
(ARMSCOR)**

SECURITY QUESTIONNAIRE ON THE IMPORTED CONTENT OF BIDS

1. In all cases where the supplies quoted are imported (either in full or in part), bidders shall furnish the following particulars (if space is insufficient, use additional pages):

1.1 COUNTRY OF ORIGIN:

Item No(s).	Country
.....	
.....	
.....	
.....	

1.2 NAME OF MANUFACTURER(S)/SUPPLIER(S)/STOCKIST(S):

Item No(s).	Name
.....	
.....	
.....	
.....	

1.3 NAME OF INTERMEDIARY (IES) (WHEN THERE IS NO DIRECT CONTACT WITH THE FIRMS LISTED IN 1.2):

Item No(s).	Name
.....	
.....	
.....	
.....	

1.4 NAME OF AGENTS RESPONSIBLE FOR SHIPPING AND CLEARANCE:

Item No(s)	Name
.....	
.....	
.....	
.....	

1.5 NAME OF BANK ARRANGING TRANSFER OF FUNDS OVERSEAS:

Item No(s).	Name
.....	
.....	
.....	
.....	

.../2

1.6 IS AN END-USER CERTIFICATE REQUIRED? YES/NO

If yes:-

Item No. (s).

.....

1.7 ARE THE ITEMS SUBJECT TO ANY SPECIAL EXPORT REQUIREMENTS? YES/NO

If Yes:-

Item No. (s).

Requirements

.....	
.....	
.....	
.....	

2. Failure to furnish the information requested may render the bid invalid.

.....
 NAME

.....
 DATE

.....
 BIDDER'S SIGNATURE

BROAD-BASED BLACK ECONOMIC EMPOWERMENT**ACRONYMS AND ABBREVIATIONS**

B-BBEE	Broad-Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
COTS	Commercial Off The Shelf
EME	Exempted Micro Enterprises
MOTS	Military Off The Shelf
QSE	Qualifying Small Enterprises
SANAS	South African National Accreditations Systems

1. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000

1.1 The following preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022; Armscor Preference Point System of the Preferential Procurement Regulations, 2022.

1.2 The 80/20 preference point system is applicable to all bids with a Rand value of up to R50 000 000,00 (all applicable taxes included)

1.3 Preference points for this bid shall be awarded for:

Price	80
Specific Goals	20
Total points for Price and Specific Goals must not exceed	100

1.4 Bidders who do not submit valid proof of Specific Goals claim will score zero (0).

2. ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS**2.1 Specific Goals**

2.1.1 The preference points that will be awarded in terms of the specific goals with regards to procurement processes shall be as follows (one table will be applicable for each bid):

TABLE A : Advancement of SMMEs

No	(i) Black owned entities or (ii) Black owned Military Veterans entities or (iii) Black women owned entities or (iv) Black youth owned entities or (v) Entities owned by Black people living with disabilities or (vi) Entities owned by Black people living in rural areas or (vii) Entities owned by Unemployed black people	90/10 preference points system	80/20 preference points system
1.	EMEs or QSEs entities which are 100% black owned	10	20
2.	EMEs or QSEs entities which are 51% - 99% black owned	8	16
3.	EMEs or QSEs entities which are 35% - 50% black owned	4	8
4.	EMEs or QSEs entities which are 0% - 34% black owned	0	0

TABLE B : Advancement of Local Content & Production

	Advancement of entities with local manufacturing capabilities for designated sectors	90/10 preference points system	80/20 preference points system
1.	Full compliance to the applicable minimum threshold for local content & production	2	4
2.	Non-compliance to the applicable minimum threshold for local content & production	0	0
	Advancement of South African Companies	90/10 preference points system	80/20 preference points system
1.	Level 1 and 100% black owned	8	16
2.	Level 2 and at least 51% black owned	6	12
3.	Level 3 and at least 35% black owned	1	2
4.	Below Level 3	0	0

TABLE C : Income Generation

	Income Generation, Disposal or Leasing of Assets Advancement of South African Companies	90/10 preference points system	80/20 preference points system
1.	Level 1	10	20
2.	Level 2	8	16
3.	Level 3	6	12
4.	Below level 3	0	0

TABLE D : Locality

No.	Entities Located in Specific Province, Region or Municipality	90/10 preference points system	80/20 preference points system
1.	Entities located within the specific locality	2	4
2.	Entities located outside the specific locality	0	0
	Advancement of South African Companies	90/10 preference points system	80/20 preference points system
1.	Level 1 and 100% black owned	8	16
2.	Level 2 and at least 51% black owned	6	12
3.	Level 3 and at least 35% black owned	1	2
4.	Below Level 3	0	0

TABLE E : Advancement of BEE Compliant Suppliers

No	Advancement of BEE compliant suppliers	90/10 preference points system	80/20 preference points system
1.	100% black equity ownership	10	20
2.	51% - 99% black equity ownership	8	16
3.	35% - 50% black equity ownership	4	8
4.	0% - 34% black equity ownership	0	0
5.	Specialised Entities	10	20

3. PRINCIPLES

3.1 Valid proof of B-BBEE status is either of the following:

3.1.1 A B-BBEE Sworn Affidavit fully completed and

- 3.1.1.1 Deposed and signed in the presence of the Commissioner of Oaths (Certified true copy not acceptable)
- 3.1.1.2 Does not contradict itself (% black ownership matches compliance level)
- 3.1.1.3 Commissioner of Oaths credentials and signature are reflected.

3.1.2 A B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification Agency.

3.1.3 An entity submitting an unincorporated Joint Venture / Consortium must attach a Consolidated B-BBEE Certificate in the name of the Joint Venture / Consortium issued by a SANAS accredited Verification Agency.

3.1.4 B-BBEE status must be based on the latest financial year-end information, otherwise it is invalid and unacceptable.

3.2 Local content and production

3.2.1 The complete list of sectors and sub-sectors which are designated for local production with minimum local content threshold can be found on the website of the Department of Trade, Industry & Competition via the link below.

<http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

3.2.2 The bidder shall submit with the Bid documents a completed Annexure C, D & E and an Exemption letter from the dtic and a letter from the manufacturer.

3.3. Locality

3.3.1 The bidder must submit the municipality bill/local councillor letter (must be not be older than 3 months).

3.3.2 In an event where the bidder is the lessee, the municipality bill and the lease agreement must be submitted.

3.3.3 In an event where the bidder owns the property, the municipality bill must be in the name of the owner of the property.

3.3 Sub-Contracting

3.3.1 It is a requirement of Armscor that subcontracting must be considered by a bidder. Therefore, where a contract from R10 000 000 (million) and above is awarded, Armscor shall endeavour to advance designated groups where applicable.

3.3.2 A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contracted activities or work.

3.3.3 A bidder awarded a contract must obtain the approval of Armscor prior to any changes in the subcontracting arrangement.

3.4 Ownership

3.4.1 In accordance with the provisions of the Defence Sector Code, it is a requirement of Armscor that all suppliers that do business with Armscor should achieve at least 35% black equity ownership and will be included as a bid condition where applicable.

3.5 Verification of bidders information

The Armscor Transformation Division reserves the right to require a bidder and/or its sub-contractor(s) to substantiate any claim at any stage in the bidding process to verify and confirm the specific goals claim of the bidder and/or its sub-contractor(s).

B-BBEE DECLARATION**1. Confirmation of the Bidder's Turnover**

Name of the Bidder			
Registration Number			
Financial Year End			
Turnover (As at the latest financial year end)	R	Period Starting (Day, Month, Year)	
		Period Ending (Day, Month, Year)	

2. Confirmation of Subcontractors involved in the execution of the order:

Bidder	% Black Ownership	B-BBEE Status	% Value to be Contracted
1.			
Subcontractors	% Black Ownership	B-BBEE Status	% Value to be Contracted
1.			
2.			
3.			

*Percentages of the bid value which will be subcontracted including main contractor must add up to 100%.

3. Confirmation of Suppliers involved in the execution of the order:

Supplier's name	% Black Ownership	B-BBEE status	% Value to be Supplied
1.			
2.			
3.			
4.			
5.			

-7-

I, the undersigned, am duly authorised to certify on behalf of the abovementioned entity that the information contained herein above is true and correct.

AUTHORISED SIGNATURE : Date:

Name in block letters :

Capacity :

It is a condition of bids that the successful bidder MUST be tax compliant, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations. FOREIGN COMPANIES ARE REQUIRED TO COMPLETE QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS OF ANNEXURE 1 TO KD 25

1. In order to meet this requirement the bidder is required to access SARS e-filing and complete the SARS ONLINE "SARS tax compliance status" under tax status. Tax compliance requirements are also applicable to individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax compliance PIN code that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax compliance PIN letter shall be submitted with the bids, with an authorisation letter for Armscor to use the PIN code for verification of tax compliance status of the bidder.
4. In bids where Consortia /Joint Ventures / are involved, each party must submit a separate tax compliance PIN with authorisation letter.
5. In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bids.
6. Tax compliance is done via e-filing on the SARS website www.sars.gov.za.

NOTE: Armscor Suppliers/ Bidders and Subcontractors must remain tax compliant for the duration of their contracts.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

- 2.2.1 If so, furnish particulars:

.....

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

- 2.3.1 If so, furnish particulars:

.....

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED
(ARMSCOR)**

INTELLECTUAL PROPERTY REQUIREMENTS

1 INTRODUCTION

1.1 What is Intellectual Property?

Intellectual Property (or "IP") means the result or outcome of human creative effort as typically, but not exclusively, manifested and embodied in or taking the form of data items or documents.

IP typically includes design and mental activities, e.g.:

- Bills of Material (BOM's)
- Instructions,
- Reports,
- Specifications,
- Interface designs,
- Manufacturing processes,
- Material Specifications,
- Processes,
- Product designs,
- Re-engineering (maintenance/obsolescence),
- Software,
- Algorithms,
- Source Codes,
- System/integration designs,
- Test and Evaluation Methods, etc.

IP typically excludes Project Management activities and Hardware created/built according to a design or following a "recipe".

1.2 How is IP manifested?

IP is typically manifested and embodied in Data Items or Documents.

"Data items or Documents" means any recorded information, however recorded, including but not limited to books, manuscripts, reports, studies, algorithms, computer software, invention descriptions, registered patents, drawings, designs, plans, analyses, calculations, standards, data packs, process documents, instructions, specifications, mathematical or simulation models, compositions, photographs, video recordings, audio recordings, reports, holographic recordings, trademarks, graphical images, etc.

NOTE:

- The document itself is not IP
- The contents of a document represent IP
- The document becomes the tangible and recordable carrier of IP

1.3 What is Background IP?

For definition, refer to A-STD-0020 "Armcor General Conditions of Contract".

"Background IP" belongs to a contractor because he fully paid for the generation thereof or had bought it at his own cost, which may be used or serve as a basis from which to develop new Foreground IP.

1.4 What is Historic IP?

"Historic IP" is existing IP which was created previously, and which may serve as a basis from which to develop new Foreground IP.

1.5 What is Foreground IP?

For definition, refer to A-STD-0020 "Armcor General Conditions of Contract".

"Foreground IP" is new intellectual property that is created during the execution of the order.

1.6 When is IP Shared or Jointly Owned or Co-owned?

For the definition, refer to A-STD-0020 "Armcor General Conditions of Contract".

"Shared" or "Jointly Owned" or "Co-owned" IP is IP which belongs to both the DOD and a contractor, because both contributed to the cost of generation thereof. Ownership is typically (and preferably) proportional to contribution.

Historic and Foreground IP may be either

1. Wholly owned by the DOD; or
2. Shared or Jointly Owned or Co-owned between DOD or the contractor

2. IP RECORDAL REQUIREMENTS

It is a requirement that prospective suppliers provide all information about applicable Intellectual Property (IP) to the bid. Armcor will record the information on their IP System that will generate a Statement of IP which will be appended to the order. The Statement of IP will serve as a contractual agreement between Armcor and the contractor in so far as IP related matters are concerned.

The recordal requirements are further described herein and broken down to an appropriate level, as follows:

2.1 Background IP Utilised

For each Background IP Item that will be modified or utilised to generate Foreground IP in the execution of the quoted scope of work, provide the following details:

- Short IP description
- Original Supplier
- Cost of Establishment (If available)

2.2 Historic IP Utilised

For each Historical IP item that will be modified or is required as a prerequisite in the execution of the quoted scope of work, provide the following details:

- Armcor IP Number (if available)
- Short IP description
- The next information is to be provided **per order**, on which Historic IP was established:
 - Order Number on which Historic IP was generated
 - Master record index (MRI) reference
 - Original Supplier
 - Cost of Establishment
 - Percentage Ownership (DOD)
 - Associated Milestone / Line item on the order under which the IP was established

2.3 Foreground IP to be generated

For each new Foreground IP item that will be generated in the execution of the quoted scope of work, provide the following details:

- IP number of Historic IP, if IP is enhanced (modified/improved/upgraded).
- Short IP description
- Master record index (MRI) reference with version and date
- Original Supplier
- Cost of Establishment
- Percentage Ownership (DOD)
- Associated Milestone / Line item on the order under which the IP will be established.

Note 1: The cost of establishment has always been included in item/milestone prices of order, and will continue to be so included, but will in future become visible by being shown separately in the Statement of IP appended to orders in order to properly manage such IP;

Note 2: To facilitate the easy and correct recording of IP, bidders and contractors will be required to utilise the specially constructed spread sheet from Armscor's web site. After completion, the spreadsheet must be printed and attached to the bid, which will thus form an integral part of the bid.

3. SAFEGUARDING OF IP

3.1 IP Agreement

The IP agreement which will be embodied in the Statement of IP will be concluded with the main contractor in the name of the main contractor and will apply to the creating sub-contractor(s), who will remain the design authority for his particular IP.

3.2 Management and Safeguarding of IP

The main contractor will be responsible for the management of IP he generated during the execution of the order, as well as the management of IP generated by his sub-contractors. Upon completion of the project or order, the relevant IP will be formally transferred to the main contractor, who will then be responsible for the continued management of such IP.

The main contractor will be responsible for proper safeguarding and configuration control of IP, including off-site back-ups, as further described in various other Armscor documents, e.g. A-STD-0020 "Armscor General Conditions of Contract, K-STD-61 "Armscor Standard for Technical Contract Conditions", A-WI-014 "Armscor Security Instruction" and other documents that may be applicable.

3.3 IP Delivery

Notwithstanding 3.2 above, upon completion of the order, the main contractor will deliver all data items or documents relating to the IP generated during the execution of the order to Armscor ADAC Department.

3.4 IP Audits

Armscor is by law required to conduct an IP or intangible asset audit of all existing DOD IP every financial year. The main contractor will cooperate with Armscor's Intellectual Property Management Division and the Auditor General during the audit period and will make available all relevant information required to conduct the audit.

4. COMPLETION OF THE IP INFORMATION BY MEANS OF THE ELECTRONIC FORM

4.1 Background

The electronic form of the KD27 IP Information.xlsx is available as a Microsoft Excel workbook on the Armscor website (www.armscor.co.za/Downloads/Download.asp) and must be used as template to provide the relevant IP information.

The workbook consists of the following three spreadsheets:

- "Background IP" provides a form to capture all background IP information
- "Historic IP" provides a form to capture all historic IP information.
- "Foreground IP" provides a form to capture all foreground IP information.

4.2 Electronic Form Definitions

The column definitions as provided in the forms are as follows:

IP Name	A short descriptive name to identify the IP item.
IP Number	Armscor Number provided to Historic IP.
IP Description	An abridged description of the IP Item.
Original Supplier	The name of the supplier at which the IP item exists or was established.
Establishment Cost	The amount paid by Armscor to establish the IP Item (including VAT).
MRI Reference	The Master Record Index (MRI) or other document reference that uniquely describe the IP.
DOD Shareholding	The percentage of the IP that belongs to the DOD through Armscor
Associated Milestone/Item	The contractual milestone or item, which when completed, will define the point in time at which the IP will be established.

5. INTELLECTUAL PROPERTY QUESTIONNAIRE

I/We, the undersigned, who warrant that I/we am/are duly authorised to do so on behalf of the firm certify that the following information is correct and complete in terms of Intellectual Property relevant to the offered scope of work. (Please circle the relevant answer)

Will Background IP be applicable during the execution of the quoted scope of work? Yes No

If yes, state particulars by completing the 'Background IP' worksheet. Indicate each IP item as a separate line.

Will Historic IP be utilised and/or is it required as a prerequisite to execute the quoted scope of work? Yes No

If yes, state particulars by completing the 'Historic IP' worksheet for each IP item. Indicate each IP item as a separate line;

Will any of these Historic IP items be enhanced during the execution of the quoted scope of work? Yes No

If yes, also complete the 'Foreground IP' worksheet for those IP items

Will new Foreground IP be generated during the execution of the quoted scope of work? Yes No

If yes, state particulars by completing the 'Foreground IP' worksheet for each IP item. Indicate each IP item as a separate line.

This completed form, along with all additional information, as requested above where relevant, populated on the KD27 Spreadsheet, have to be attached to the bid.

WITNESSES:

1 _____

2 _____

SIGNATURES OF BIDDER(S)

DATE: _____

ADDRESS: _____

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

ANNEXURE 1 TO KD24

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black people living with disabilities % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R5,000,000.00 (Five Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Commissioner of Oaths	Deponent
Credentials and Signature	Signature
Date	Date

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

Issued in terms of the Defence Sector Code (Gazette 42391 - 12 April 2019)

Last update: 2023-05-12

RESTRICTED**RFB No: ARMD/2023/23**

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black people living with disabilities % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R5,000,000.00 (Five Million Rands) to R50,000,000.00 (Fifty Million Rands)

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Commissioner of Oaths	Deponent
Credentials and Signature	Signature
Date	Date

ANNEXURE 1 TO KD25

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR

BID NUMBER:	CLOSING DATE:	CLOSING TIME:
DESCRIPTION		

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :

ARMSCOR BID BOX VISITORS ENTRANCE (BLOCK 8),
370 NOSSOB STREET,

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON Mr. A.L Mmbengwa

TELEPHONE NUMBER 012 428 3610

FACSIMILE NUMBER N/A

E-MAIL ADDRESS scmbids@armscor.co.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON Mr. A.L Mmbengwa

TELEPHONE NUMBER 012 428 3610

FACSIMILE NUMBER N/A

E-MAIL ADDRESS scmbids@armscor.co.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION
NUMBERSUPPLIER
COMPLIANCE STATUSTAX
COMPLIANCE
SYSTEM PIN:

OR

CENTRAL
SUPPLIER
DATABASE
No:

MAAA

B-BBEE STATUS
LEVEL VERIFICATION
CERTIFICATE

[TICK APPLICABLE BOX]

☐ Yes☐ NoB-BBEE STATUS LEVEL SWORN
AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN
ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE
ACCREDITED
REPRESENTATIVE IN
SOUTH AFRICA FOR
THE GOODS
/SERVICES /WORKS
OFFERED?

☐ Yes☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED
SUPPLIER FOR THE GOODS
/SERVICES /WORKS OFFERED?

☐ Yes☐ No

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS
SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

ANNEXURE 1 TO KD25

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



RFB NUMBER: ARMD/2023/23

**PROVISION OF A MANDREL PIPE BENDING MACHINE AND
ACCESSORIES FOR ARMSCOR DOCKYARD**

SUMMARY: THIS DOCUMENT CONTAINS THE REQUIREMENT FOR THE
PROVISION OF A PIPE BENDING MACHINE, INCLUDING DELIVERY,
INSTALLATION, COMMISSIONING AND TRAINING AT ARMSCOR
DOCKYARD IN SIMON'S TOWN.

Document Issue nr.: 01

AMENDMENT HISTORY		
DOCUMENT ISSUE	DATE	CHECKED BY
01	MAY 2024	MR JUSTICE RAMAKOKOVHU

DISTRIBUTION PAGE

COPY NUMBER	DISTRIBUTION
01 (Master Copy)	Mr J Relihan Armscor Dockyard Procurement Secretariat

DEFINITIONS

The following non-standard terms have been used in this document, which are explained as follows:

Client	ARMSCOR Dockyard
Contractor	The company contracted by ARMSCOR to supply as per Specification
RFB	Request For Bid

Table of Contents

DEFINITIONS.....	5
1 INTRODUCTION.....	7
1.1 INSTRUCTION TO BIDDER.....	7
1.2 SCOPE	7
2 DOCUMENTS.....	7
2.1 APPLICABLE DOCUMENTS.....	7
2.2 REFERENCE DOCUMENTS	8
3 BID REQUIREMENTS.....	8
3.1 GENERAL.....	8
3.2 MINIMUM REQUIREMENTS.....	9
3.3 REGISTRATION OF E-PORTAL BIDS.....	10
3.4 BIDDERS CONFERENCE	10
3.5 MANDATORY REQUIREMENTS	10
4 BID EVALUATION.....	11
4.1 BID EVALUATION PROCESS	11
4.2 AWARDING OF BIDS	11
4.3 STAGE1: CRITICAL CRITERIA	11
4.4 STAGE 2: SPECIFIC GOALS.....	12
4.5 SPECIAL REQUIREMENTS.....	13
4.6 ADDITIONAL CONDITIONS.....	13
5 REQUIREMENT STATEMENT	14
5.1 INTRODUCTION.....	14
5.2 PURPOSE.....	14
5.3 BACKGROUND.....	14
5.4 SPECIFICATION.....	14
SECTION 2	15
A - ADDITIONAL CONDITIONS.....	15
B - MAINTENANCE CONDITIONS.....	16
ANNEXURE A: STATEMENT OF WORK.....	18
ANNEXURE B: OHASA ACT AGREEMENT	31
ANNEXURE C: DECLARATION OF COMPLIANCE TO STATEMENT OF WORK.....	39

1 INTRODUCTION

1.1 INSTRUCTION TO BIDDER

The Bidder must strictly adhere to the requirements stipulated in this Request for Bid (RFB). The onus rests on the Bidder to submit an unambiguous bid in order to enable Armscor to carry out a transparent and fair bid evaluation.

1.2 SCOPE

The scope of this RFB covers the requirement to appoint a service provider who will be responsible for the provision of a pipe bending machine, including delivery, installation, commissioning and training at Armscor Dockyard in Simon's Town

2 DOCUMENTS

Armscor documents are available on the Armscor Website <https://www.armscor.co.za/>
The following documents are applicable to this RFB to the extent specified herein:

2.1 APPLICABLE DOCUMENTS

No	Document No	Title
1.	A-PROC-9053	Supplier Sourcing Procedure (BIDS)
2.	A-DOC-9046	Terms of Reference for the Bid Specification Committee
3.	A-DOC-9045	Terms of Reference for the Bid Evaluation Committee
4.	A-PRAC-4011	Practice For Transformation In Armscor, Issue 8.
5.	Signed URS Dated 06 May 2024	User Requirement Specification for procurement on a mandrel pipe bending machine and accessories for Armscor Dockyard
6.	OHSA	Occupational Health and Safety Act no. 85 of 1993 and Regulations
7.	Broadcaster	Guideline issued on 10 May 2023: Specific Goals for the Awarding of preference points in Terms of the 2022 Preferential Procurement Regulations
8.	PPPFA Regulation of 2022	Preferential Procurement Practise Regulations of 2022.
9.	A-STD-0010	Rules Applicable To Prospective Contractors
10.	A-STD-0020	Armscor's General Conditions Of Contract

2.2 REFERENCE DOCUMENTS

No	Document No	Title
1.	A-STD-61 Part 5	Contract Conditions, Technical Standard for Commercial Off-the-Shelf (COTS) Procurement.
2.	AA-GUID-1014	Critical Criteria Guideline
3.	Act 5 of 2000	Preferential Procurement Policy Framework Act (PPPFA) & Regulations
4.	Act 52 of 2003	Broad-Based Black Economic Empowerment Act, as amended
5.	PPPFA Regulations of 2017	Preferential Procurement Regulations, 2017

3 BID REQUIREMENTS

3.1 GENERAL

The bid shall address each and every requirement of the RFB in a comprehensive and logical way. The following information and communication are to be observed:

3.1.1 Armscor Registration

In order to qualify as a potential supplier, prospective Bidders must be registered with Armscor as a supplier. Bidders that are not registered shall undertake to register before the bid submission closing date. Registration must take place prior to any contract placement.

3.1.2 Communication

- a. All communication with Armscor shall be made to: The Procurement Division, E-mail address: BambananiT@armscordy.co.za, Tel: +27 (021) 787 3941.
- b. The Bidder shall appoint a single person for communication with Armscor. Communication shall not take place via an agent or representative other than a fulltime employee of the Bidder.
- c. All enquiries regarding the RFB shall be directed to the Procurement Secretariat and the RFB reference number shall be used in all correspondence.
- d. No direct contact or communication with Armscor or the Department of Defence personnel shall be allowed, unless through formally arranged meetings or briefing sessions if and when required by the prospective Bidders.

3.1.3 Submission of Bids

Partial Bids: Armscor shall only consider a bid for the total requirement. Partial bids shall not be considered.

3.1.4 Validity of Bids

The validity of the bid shall be one hundred and twenty (120) days after the tender closing date.

3.1.5 Confidentiality of Information

The information contained in this RFB, as well as the response received shall be treated as "Company Confidential" between Armscor and the Bidder submitting the response. The receiver of this RFB may not disclose any information in connection with this RFB to the media or any third party, or allow information to be disclosed without prior written approval of Armscor. The potential Bidder shall ensure that any confidentiality arrangements between themselves and Armscor apply *mutatis mutandis* to partners and/or subcontractors or agents of the Bidder.

3.1.6 Submission of Offer Documentation

The original offer and two (2) copies thereof together with any supporting documentation such as brochures, handbooks and drawings shall be submitted to Armscor. The original must be marked as the original and each copy must be marked with a copy number. The original shall take precedence over any copy in the event of discrepancies.

3.2 MINIMUM REQUIREMENTS

The following is the minimum prescribed requirements of the bid:

3.2.1 Covering Letter

The covering letter shall give a brief introduction to the bid and briefly summarise the implementation methodology, time-scale and the total cost. The letter shall also state any other aspects the Bidder deems necessary and important. The Bidder shall use the company's official letterhead when providing the covering letter.

3.2.2 Forms to Be Completed

The following forms shall be completed by the Bidder and submitted as part of the bid:

- Commercial Bid: All Armscor KD forms as per Armscor Procurement Secretariat requirements.
- Annexure C - Declaration of conformance to specification.

3.2.3 The Bidder shall demonstrate, as part of their bid and with the necessary evidence, that they have the necessary resources and appropriate expertise to supply the product should he be awarded the contract.

Note: ARMSCOR Dockyard retains the right to perform an audit to confirm the integrity of the content of the bids received.

3.3 REGISTRATION OF E-PORTAL BIDS

In the case where potential bidders have downloaded the bid documents or obtained it from a party that downloaded it from the E-portal or any other bid notification service provider, they are requested to inform the following person:

Ms Bambanani Tiso, E-mail address: BambananiT@armscordy.co.za, Tel: +27 (021) 787 3941.

By doing so, they will ensure that they are captured on the list of potential bidders and receive tender related correspondence such as bidders briefing minutes etc. Failure to register as such may invalid the bidders bid as their bid may exclude updated information issued by means of Bidders briefing minutes or updates.

3.4 BIDDERS CONFERENCE

A NON - COMPULSORY bidder's conference shall be held at Armscor Dockyard, Simon's Town on 04/06/2024 at 11:00am. Potential bidders are required to RSVP with Ms Bambanani T at telephone number (021) 787 3941/ E-mail address: BambananiT@armscordy.co.za no later than 03/06/2024.

3.5 MANDATORY REQUIREMENTS

3.5.1 Tax Clearance Certificate Requirements

It is a condition of bid that the successful bidder must be tax compliant, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations (Not applicable to foreign companies).

- a. In order to meet this requirement, the bidder is required to access SARS e- filing and complete the SARS ONLINE "SARS tax compliance status" under tax status. Tax compliance requirements are also applicable to individuals who wish to submit offers.
- b. SARS will then furnish the bidder with a Tax compliance PIN code that will be valid for a period of 1 (one) year from the date of approval.
- c. The Tax compliance PIN letter shall be submitted with the bid, with an authorisation letter for Armscor to use the PIN code for verification of tax compliance status of the supplier.
- d. In bids where Consortia /Joint Ventures are involved, each party must submit a separate tax compliance PIN with authorisation letter.
- e. In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bid.
- f. Tax compliance is done via e-filing on the SARS website www.sars.gov.za
- g. Original valid tax clearance certificates issued before 18 April 2016 are still valid until the expiry date or on replacement with SARS tax compliance PIN.

NOTE: Armscor Suppliers/ Bidders and Subcontractors must remain tax compliant for the duration of their contracts.

4 BID EVALUATION

4.1 BID EVALUATION PROCESS

- a. Each received bid will be evaluated in 3-stages. A bid that does not comply with the requirements of Stage 1 will be eliminated from the evaluation process.
- b. Bids received will be evaluated in accordance with an approved value model that was developed in accordance with A-DOC-9046 and A-PROC-9053.
- c. The bids will be evaluated against the evaluation criteria that are reflected in this RFB. Failure by a bidder to comply with any of the single critical criterion will result in immediate elimination from the evaluation process.

STAGE 1 **CRITICAL CRITERIA**

STAGE 2 **SPECIFIC GOALS**

STAGE 3 **PREFERENCE POINT SYSTEM - 80 (PRICE) / 20 (SPECIFIC GOALS)**

4.2 AWARDING OF BIDS

- a. The awarding of bids will be in terms Preference Point System (PPS). All bids meeting the stated critical criteria will be evaluated in terms of the following PPS:
- b. The applicable PPS points are:

Price:	80 points
Specific Goals:	20 points

4.3 STAGE1: CRITICAL CRITERIA

Should the bidder fail to comply with any one of the critical criteria, the bid will be eliminated from the bid evaluation process resulting in it not being eligible for the awarding of a bid.

Criterion 1	
Requirement:	Compliance Evidence:
The Bidder shall supply the Mandrel Pipe Bending Machine as per RFB, Annexure A-(User Requirement Specification) with specific reference to paragraph 3.1, 3.2.1 and 3.3.1(a)	The Bidder shall supply technical specification sheets and/or brochures/catalogues from the OEM or accredited agent/supplier confirming that the offered machine conforms to <u>all the mentioned parameters</u> listed in paragraphs 3.1, 3.2.1 and 3.3.1(a). In the case of an accredited agent/supplier, there shall be documentary proof from the OEM that the accredited agent/supplier is the OEM's accredited agent/supplier.

Criterion 2	
<u>Requirement:</u> The Bidder shall fully comply with the Statement of Work as per the RFB, Annexure A - with specific reference from paragraph 3.3.1(b, c & d), 3.3.2, 3.5.1, 3.5.2, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11	<u>Compliance Evidence:</u> The Bidder shall provide the following and submit with the bid: A completed and signed RFB Annexure C - DECLARATION OF CONFORMANCE TO SPECIFICATION.

4.4 STAGE 2: SPECIFIC GOALS

- a) Bid that comply with all the critical criteria shall be further evaluated in terms of the Specific Goals.
- b) The Specific Goal applicable for this RFB is Advancement of Small Medium and Micro Enterprises (SMMEs), as detailed below:

No	(i) Black owned entities	80/20 preference points system
1.	EMEs or QSEs entities which are 100% black owned	20
2.	EMEs or QSEs entities which are 51% - 99% black owned	16
3.	EMEs or QSEs entities which are 35% - 50% black owned	8
4.	EMEs or QSEs entities which are 0% - 34% black owned	0

- c) Specific Goals Points shall only be allocated to bidders that have complied with all the Critical Criteria
- d) **Evidence required:**
 - i. The Bidder shall submit with the Bid documents the BEE certificate (BBBEE certificate Issued by a SANAS accredited verification agency), CIPC BBBEE certificate and or completed BBBEE Sworn affidavit as a proof of compliance to claim preference points. If the Bidder is an unincorporated Joint Venture (JV) or Consortium, the Bidder shall submit with the Bid, a consolidated proof of B-BBEE status.
 - ii. Should the bidder fail to submit the evidence above, then the bidder shall score no points for specific goals.

4.5 SPECIAL REQUIREMENTS

Black equity ownership

- a. The Bidder shall at least have a 35% Black Equity Ownership.
 - o The bidder shall either submit a valid BEE Certificate (BBBEE certificate issued by SANAS accredited verification agency). If the bidder is a Joint Venture (JV) or Consortium, the bidder shall submit with the bid, a consolidated proof of BBBEE status.
- b. If the preferred bidder does not have a minimum of 35% Black Equity Ownership (BEO), Armscor will negotiate with the preferred bidder where they will commit to an equity they will meet and provide a transformation plan which will be monitored.

4.6 ADDITIONAL CONDITIONS

In addition to Armscor's General Conditions of Contract: A-STD-0020, the successful Bidder/Supplier shall comply with the Statement of Work (SOW) for the Pipe Bending Machine, as specified in Annexure A.

5 REQUIREMENT STATEMENT

5.1 INTRODUCTION

This section provides the necessary information on the Specification for this contract.

5.2 PURPOSE

The Purpose of this Request for Bid is to appoint (a) Provider/s to procure, supply, deliver, install and commission a Mandrel Pipe Bending Machine to Armscor Dockyard, Simon's Town as set out in paragraph 5.4 in this document.

5.3 BACKGROUND

Armscor Dockyard constantly reviews its capabilities to meet its client's maintenance and repair requirements. A feasibility study was done to assess the pipe bending capability in Dockyard, which forms part of the pipe fabrication process. The study found that the current pipe bending capability is limited when compared to Dockyard's scope of work and the machines being used compromise the profile of the pipe during bending.

A mandrel pipe bending machine is the proposed solution for increasing the capability while eliminating the challenges experienced when the current machines are used. The machine supports the internal area of the pipe with a mandrel rod during bending operations.

5.4 SPECIFICATION

See Attached ANNEXURE A – SPECIFICATION: PROCUREMENT OF A MANDREL PIPE BENDING MACHINE AND ACCESSORIES FOR ARMSCOR DOCKYARD

SECTION 2

A - ADDITIONAL CONDITIONS

1. ACCESS TO THE PREMISES

The Client shall grant the Contractor and/or his employees the necessary access at all reasonable times, in order to meet the obligations in terms of this Agreement, subject, however, to the Client's security arrangements. Access to the Client's premises may be refused under appropriate circumstances.

2. SECURITY

2.1 The Contractor shall be subject to the security rules and regulations as in place on any Client property he enters. These regulations shall be in line with Department of Defence unit security regulations. This includes controlled access through a security gate and prohibition of carrying photographic equipment (including cell phones with cameras), firearms, explosives, unlawful narcotics, etc. onto client property.

2.2 While on any Client property, the Contractor employees and vehicles may at all times be subjected to security searches by the security forces.

2.3 Transgression of any security rules and regulations can lead to detention by security and subsequent prosecution.

3. SAFETY

3.1 While on client property related to this contract, the contractor shall be responsible for the safety of his employees.

3.2 Should any of the contractor's employees sustain an injury, while on client property, through the contractor's action, the contractor shall be responsible for rendering medical attention.

3.3 The contractor enters client property at own risk. Treatment for any injury sustained by contractor's employee, caused by client action, but not due to negligence or malicious intent on the part of the client, shall be the responsibility of the contractor.

3.4 In any case, the client can, according to its discretion, render limited medical attention to the contractor, but the client will not accept any liability for the outcome of such medical assistance rendered. Furthermore, the client can, according to its discretion, charge the contractor for such service rendered.

3.5 The signed **Appendix B, OHASA ACT AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993 (AS AMENDED)**, as submitted by the contractor as part of his tender, shall become a binding agreement between the contractor and the client on award of the contract.

4. IDENTIFICATION

The Contractor shall at all times, on site, positively identify all his employees and subcontractors by visually standardized dress/overalls and conspicuously attaching workers' respective name tags thereto.

5. CONTRACTOR'S STATUS AND RESPONSIBILITIES

- 5.1 The contractor shall not permit any worker to perform any task for which such worker has not been trained.
- 5.2 Under no circumstances may the contractor's employees litter, roam, sleep or prepare food on site, unless otherwise arranged and agreed to by the client.
- 5.3 Under no circumstances may the contractor's employees accept tasks (with or without payment) from the client's personnel or any other instruction/request that is not part of this contract.
- 5.4 The contractor shall see to it that his employees do not interfere in any way with the client's employees or with occupants of the premises.
- 5.5 The contractor shall comply with the client's security requirements.
- 5.6 The contractor shall not damage the property of the client or his employees.
- 5.7 The contractor shall leave all areas where work has been executed in a clean and neat condition.
- 5.8 The contractor shall not erect any signs or advertisements on site.
- 5.9 The contractor shall not unreasonably encumber the site with his materials and equipment, and shall make such provisions and carry out his operations in such a manner that will permit continuous, safe traffic and pedestrian circulation, and he shall provide and maintain safe access to all buildings within the work boundaries.
- 5.10 The contractor shall confine his equipment, tools, and the operations of his employees as indicated by the client and within the limits of statutory requirements.

B - MAINTENANCE CONDITIONS

1. WORKING HOURS

All work on the Client's site shall take place during the Client's normal working hours, except when instructed by the Project Manager.

Normal working hours are:

Monday – Thursday: 07:15 - 16:30

Friday: 07:15 - 12:15

Should there be a requirement to work outside of the Client's normal working hours,

sufficient notification and approval is required from the Project Manager.

2. ADVERSE CONDITIONS AND DEFECTS

- 2.1 The Contractor shall report in writing to the Client any adverse conditions prior to delivery, which may adversely affect delivery.
- 2.2 The Contractor shall not commence or continue with delivery until such adverse conditions have been investigated and corrected, unless otherwise instructed in writing by the Client.

ANNEXURE A: STATEMENT OF WORK



SPECIFICATION

PROCUREMENT OF A MANDREL PIPE BENDING MACHINE AND ACCESSORIES FOR ARMSCOR DOCKYARD

SUMMARY: THIS DOCUMENT ESTABLISHES THE USER REQUIREMENTS FOR THE SUPPLY OF A NUMERICAL CONTROL (NC) MANDREL PIPE BENDING MACHINE TO BE USED FOR PIPE FABRICATION AT ARMSCOR DOCKYARD

DATE OF ORIGINAL ISSUE: 06 MAY 2024

AMENDMENT HISTORY

Doc Issue	Date	Amendments	Doc change proposal No.	CM Conformance	
				Name	Initials
001	05 March 2024	Release	N/A		
002	06 May 2024	Minor Changes: Specifying items covered under warranty.	N/A		

LIST OF CONTENTS

1	INTRODUCTION	22
1.1	Purpose	22
1.2	Background	23
2	ABBREVIATIONS AND DOCUMENTS	23
2.1	Abbreviations, Acronyms, and Definitions	23
2.2	Applicable Documents	24
3	REQUIREMENT	24
3.1	Functional and Performance Requirements	24
3.2	Interface	25
3.3	Design	25
3.4	Physical	25
3.5	Tooling	26
3.6	Manufacturing Drawing	27
3.7	Consumables	27
3.8	Installation and Commissioning	27
3.9	Logistic Support	28
3.10	Training	29
3.11	Aftersales Support	29
4	ACCEPTANCE	29
4.1	General Conditions of Acceptance	29
4.2	Warranty and Guarantee	29
4.3	Documents for Acceptance	30

1 INTRODUCTION

1.1 Purpose

The purpose of this document is to outline the requirements for the supply, delivery, installation and commissioning of a pipe bending machine and its accessories.

1.2 Background

As part of third line maintenance, Dockyard fabricates new pipes to replace old pipes on-board the South African Navy (SAN) vessels. A feasibility study was done to assess the pipe bending capability in Dockyard, which forms part of the pipe fabrication process. The study found that the current pipe bending capability is limited when compared to Dockyard's scope of work and the machines being used compromise the profile of the pipe during bending.

A mandrel pipe bending machine is the proposed solution for increasing the capability while eliminating the challenges experienced when the current machines are used. The machine supports the internal area of the pipe with a mandrel rod during bending operations.

2 ABBREVIATIONS AND DOCUMENTS

2.1 Abbreviations, Acronyms, and Definitions

Table 1: Abbreviations, Acronyms, and Definitions.

	Degree.
APM	Armcor Project Manager
ASTM	American Society of Testing and Material
COC	Certificate of Conformance
CRL	Centre Line Radius
DIN	German Institute for Standardization
ID	Inside Diameter
NC	Numerical Control
ND	Nominal Diameter
OD	Outside Diameter
OEM	Original Equipment Manufacturer
P&ID	Piping and Instrumentation Diagram
V	Voltage

2.2 Applicable Documents

- AK-PRAC-11032: Safety Health and Environmental Contractor Management Practice
- The wiring of premises Part 1-2: Low Voltage installations, SANS 10142-1-2.

3. REQUIREMENT

Armcor Dockyard requires the delivery, installation and commissioning of a mandrel pipe bending machine at Simon's Town in Western Cape. Operator's training is also required as part of handover. The specifications of the machine and scope of work shall include, but not limited to:

3.1 Functional and Performance Requirements

Table 2: Requirements for Bending Machine

Parameter	Required
Maximum Pipe Outside Diameter	125 mm to 170 mm
Maximum Thickness of Pipe	6.8 mm to 14 mm
Minimum Bend /Centreline Radius (CLR) Ratio	1.5×Nominal Diameter of Pipe
Maximum Bend Angle	190° (180° Targeted Bend + 10° Provision for draw-back)
Maximum Bend Radius	500 mm to 700 mm
Effective Length of the Pipe (For mandrel)	4500 mm to 6000 mm
Maximum Number of Bends Per Pipe	9 to 16

3.2 Interface

3.2.1 Work-Piece

The machine shall be capable of bending Steel pipes (The assumption is that since it can bend steel it can also bend the following Materials):

- a. Mild Steel
- b. Stainless Steel
- c. Copper
- d. Copper Nickel

3.2.2 Available Interphase

3.2.2.1 Air Pressure

The workshop has compressed air of up to 6,5 Bar

3.2.2.2 Electrical

The power supply in the workshop distribution box is 3-Phase, 380-400V 50 Hz

3.2.2.3 Overhead Crane

For the purposes of tool change, the available overhead crane has a maximum working load of 5 Ton.

3.2.2.4 Floor

The floor in the workshop is made up of concrete

3.3 Design

3.3.1 Control

- a. The machine shall be a Numerical Control (NC) type
- b. The operator shall be able to control the bending angle
- c. The bend speed and clamping pressure shall be variable/controllable
- d. The machine shall have an emergency stop button on (or next to) the control panel
- e. The rotation of the machine shall be clockwise.

3.3.2 Human Interphase

One operator shall be able to operate the machine during bending operation (excluding tool change and setting up)

3.4 Physical

3.4.1 Available Space for the Machine

Length: 10 m

Width: 3.5 m

3.5 Tooling

3.5.1 Bending Tools/Dies

The machine shall be supplied with bending tool sets for each of the bend sizes mentioned in *Table 3* below, which accommodate all materials mentions in 3.2.1, the bending tools shall include (or tools that perform similar clamping and pipe wall support functions):

- a. Bend Die
- b. Wiper Die
- c. Clamp Die
- d. Pressure Die
- e. Mandrel (With a minimum of two flexible segments/balls)

The supplier and manufacturer to ensure that the design of the tools prevents pipe wall shrinkage/buckling and wall thinning is minimised during bending
The maximum weight of a single tool unit which needs to be lifted during tool change shall not be more than 5 Ton

Table 3: Sizes for Tool Set to be provided (Seamless).

Tool Set	Nominal Diameter- ND	Outside Diameter- OD	Thickness	Internal Diameter- ID	CLR- Long: 1.4 to 1.5 xND	Pipe Material
	In mm	In mm	In mm	In mm	In mm	Steel
1	32	42,2	3,56	35,08	47,7	Steel
2	40	48,3	3,68	40,94	57,2	Steel
3	50	60,3	3,91	52,48	76,2	Steel
4	65	73	5,16	62,68	95,3	Steel
5	80	88,9	5,49	77,92	114,3	Steel
6	90	101,6	5,74	90,12	133,4	Steel
7	40	44.5	2.5	39.5	57±3	Copper Nickel
8	50	57	2.5	52	76±2	Copper Nickel
9	70	76	2.5	71	95±10	Copper Nickel
10	80	89	2.5	84	114± 6	Copper Nickel

3.5.2 Other Tools/Fittings

The machine shall be supplied with all tools needed for changing the bending tool/dies mentioned in 3.5.1, including but not limited to:

- Hand tools
- Eyebolts (for lifting with crane) or similar fittings:

3.6 Manufacturing Drawing

The supplier shall supply one package of detailed manufacturing drawings of the bending dies listed below, for any one of the sizes mentioned in Table 3.

- Bend Die
- Wiper Die
- Clamp Die
- Pressure Die

The details on the manufacturing drawings shall include but not limited to:

- o Material Specification (Type and Properties)
- o All dimensions
- o Geometric Dimensioning and Tolerance (GD&T)
- o Dimension Tolerances

Dimensions to be in SI Units.

3.7 Consumables

- a. The machine shall be supplied with the recommended lubricants for the machine parts and pipe/mandrel as well as pipes mentioned on *Table 4* in paragraph 3.10.
- b. The machine shall be handed over with a tank filled (to full capacity) with the hydraulic oil recommended by the OEM (if the oil is necessary according to design).
- c. The delivery shall include specification of the lubricants and all other consumables recommended by the OEM, for pipes/mandrel and the machine parts.

3.8 Installation and Commissioning

- a. The supplier shall carry out full installation work of the machine and its accessories
- b. Power supply of 380V-400V, 50Hz is available in the workshop, from a distribution box which is within 20 metres from where the machine will be installed
- c. All the electrical installations shall be done in accordance with SAN 10142-1-2
- d. A certificate of conformance shall be issued for the electrical installation
- e. The machine shall be bolted down on a concrete floor, if applicable according to design
- f. Demonstration and commissioning shall be done according to the Original Equipment Manufacturer (OEM) recommended procedure/checklist for commissioning
- g. All the material required during installation like electrical components, assembling, mounting shall be sourced and supplied by the supplier, including the hydraulic oil and lubricants needed for operation of the machine.
- h. The bidder shall conform to the Armscor Dockyard SHE contractor Management Practice, document number AK-PRAC-11032 that will be made available to the bidder during the procurement process

3.9 Logistic Support

3.9.1 Drawings

The following drawings shall be supplied with the machine

- a. Piping and Instrumentation Diagram (P&ID) of the machine components
- b. Circuit Diagrams

3.9.2 Documentation

The following documents shall be part of the delivery of the machine and be handed over after commissioning:

- a. Operator's manual for the machine and the control panel

- b. Valid Calibration Certificates (for applicable instruments)
- c. Calibration Schedule
- d. Maintenance Manual which includes schedule
- e. Warranty and Guarantee Documents with all conditions
- f. Critical Spares List and Specifications
- g. Certificate of conformance for electrical connection

All Documents, Instructions and Control panel display shall be in legible and grammatically correct English

3.10 Training

- a. The supplier shall provide training to 7 Armscor Employees for a minimum period of one full day
- b. Training shall be conducted at Armscor Dockyard Simon's Town.
- c. The training shall include, but not limited to:
 - i. Machine Parts and Tool Identification
 - ii. Safety Instructions
 - iii. Machine/Equipment Operation
 - iv. Tool Change Procedure
 - v. Maintenance by Operator (e.g. Daily maintenance)
- d. Training and commissioning shall include bending of some of the pipes whose dimensions and material have been mentioned in *Table 3*.
- e. The supplier shall provide all the material required for commissioning and training, including 6 to 6.5 metre seamless pipes of each size listed in *Table 4* below.
- f. A training syllabus shall be given to Armscor Dockyard for inputs, before the training commences.

Table 4: Pipes to be supplied with the machine (Dimension in mm).

Nominal Diameter-ND	Outside Diameter-OD	Thickness	Schedule	Pipe Material	Standard (Shall be marked on pipe)
32	42,2	3,56	40 (Standard)	Steel	ASTM A106
50	60,3	3,91	40 (Standard)	Steel	ASTM A106
90	101,6	5,74	40 (Standard)	Steel	ASTM A106
40	44,5	2,5	N/A	Copper Nickel	DIN 86019
80	89	2,5	N/A	Copper Nickel	DIN 86019

3.11 Aftersales Support

- a. The bidder shall be able to provide aftersales support (e.g. maintenance, calibration, provision of spares, technical support/repairs etc.) for a period of 1 year after the commissioning of the machine, on demand.
- b. The bidder shall ensure that all spares are available and accessible locally in South Africa from the OEM or an accredited agent

4 ACCEPTANCE

4.1 General Conditions of Acceptance

- a. The delivery will be inspected and accepted by Armscor Project Manager (APM) (or an official delegate) and Armscor Quality Representative
- b. The machine and all its components shall be brand new, without dents, scratches, marks and rust.
- c. The machine shall be delivered with a warranty and guarantee of at least 12 Months; as detailed in paragraph 4.2.
- d. The warranty period shall commence after the full acceptance and completion of the Armscor Inspection Release Acceptance Certificate (AK-Form-0047)

4.2 Warranty and Guarantee

The machine shall be delivered with a 12 months warranty and guarantee which covers the following:

- a. Protection from workmanship or materials defects; covering new components that become defective or non-functional and covering the incorrect installation of a part leading to a breakdown.
- b. Complete repairs and replacement of equipment at no cost to Armscor.
- c. Supply all spares to carry out all remedial actions at no cost to Armscor.

4.3 Documents for Acceptance

The following documents shall be provided during acceptance, including those that are listed in paragraph 3.9.2:

- a. Warranty and guarantee documents, with all conditions and period.
- b. Certificate of conformance (COC) for the machine, drawings and its accessories, from the OEM.
- c. A letter of agreement from the OEM/accredited agent (with their letterhead) confirming their ability to provide aftersales support and honouring warranty and the guarantees, as outlined in paragraph 3.11 and 4.2.

ANNEXURE B: OHASA ACT AGREEMENT

OHASA ACT AGREEMENT

WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2)
Of the Occupational Health and Safety Act, Act No 85 of 1993

AS ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as the "Employer")

and

(Hereinafter referred to as "the Contractor")

Contractor Compensation Fund Certificate Number: _____

Vendor Number: _____

Contract Number: _____

LIST OF CONTENTS

1	DEFINITIONS.....	33
2	WARRANTY OF COMPLIANCE.....	33
3	CONTRACTOR AS AN EMPLOYER.....	33
4	ENVIRONMENTAL COMPLIANCE.....	34
5	APPOINTMENTS AND TRAINING.....	34
6	SUPERVISION, DISCIPLINE AND REPORTING.....	34
7	ACCESS TO THE OHS ACT.....	34
8	CO-OPERATION.....	34
9	WORK PROCEDURES.....	35
10	HEALTH AND SAFETY MEETINGS.....	35
11	COMPENSATION REGISTRATION.....	35
12	MEDICAL EXAMINATIONS.....	35
13	INCIDENT REPORTING AND INVESTIGATION.....	35
14	FIRE PRECAUTIONS AND FACILITIES.....	35
15	HYGIENE AND HOUSEKEEPING.....	36
16	NO NUISANCE.....	36
17	INTOXICATION NOT ALLOWED.....	36
18	PERSONAL PROTECTIVE EQUIPMENT.....	36
19	PLANT, MACHINERY, EQUIPMENT AND VEHICLES.....	36
20	QUALIFICATIONS.....	36
21	NO USAGE OF THE EMPLOYER'S EQUIPMENT.....	36
22	TRANSPORT.....	37
23	INDEMNITY.....	37
24	DURATION OF AGREEMENT.....	37
25	HEADINGS.....	37
26	COSTS.....	37
27	SIGNATURES.....	38

1 DEFINITIONS

In this agreement, unless the context indicates otherwise –

Contractor

Contractor will be understood to represent the word "mandatory" as defined in the Construction Regulations of the Occupational Health and Safety Act, 85 of 1993.

Employer

Employer will be understood to represent the word "client" as defined in the Construction Regulations of the Occupational Health and Safety Act, 85 of 1993.

Hazard

means a source of or exposure to danger;

he/his/him/himself

will be used for the sake of expediency and is meant to incorporate the feminine,

Mandatory

includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user as defined in the Occupational Health and Safety Act 85 of 1993.

Safe

means free from any hazard;

Workplace

means any premises or place where a person performs work in the course of his employment;

2 WARRANTY OF COMPLIANCE

In terms of this agreement the **Contractor** warrants agreement to the arrangements and procedures as prescribed by the **Employer** and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act and its regulations.

The **Contractor** further accepts that this contract, made in terms of Section 37(2), shall be read with the Occupational Health and Safety Act and any Regulation made in terms of Section 43 and any Standard Incorporated in terms of Section 44.

The **Contractor** acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the **Contractor** and his employees are to perform on behalf of the **Employer** shall be the obligation of the **Contractor**.

3 CONTRACTOR AS AN EMPLOYER

The **Contractor** shall be deemed to be an employer in its own right while engaged in the execution of the project. In terms of Section 16(1) of the OHS Act, the **Contractor** shall accordingly ensure that the requirements of the OHS Act are complied with by itself and/or its nominated Chief Executive Officer.

4 ENVIRONMENTAL COMPLIANCE

The **Contractor** shall ensure that all National Environmental Management Act (NEMA) principles are considered. This shall not be considered in isolation but include the individual requirements of Specific Environmental Management Acts (SEMA's).

MSDS shall be available for all herbicides, pesticides, fertilisers and solvents where applicable, and sufficient safety briefings shall be conducted with appropriate employees regarding the risks associated with working with the aforementioned chemicals.

5 APPOINTMENTS AND TRAINING

The **Contractor** undertakes to ensure that he and all staff that will perform any work on behalf of the **Employer** will undergo induction training before doing any work what so ever.

The **Contractor** shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the **Contractor** shall immediately be provided to the **Employer**.

The **Contractor** shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out. Without derogating from the foregoing, the **Contractor** shall, in particular, ensure that all operators and users of any vehicles, materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the **Contractor** shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6 SUPERVISION, DISCIPLINE AND REPORTING

The **Contractor** shall ensure that all work performed is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

The **Contractor** shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of them and that he in turn immediately reports these to the **Employer** and/or his representative.

7 ACCESS TO THE OHS ACT

The **Contractor** shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees.

8 CO-OPERATION

The **Contractor** and/or his responsible persons and employees shall provide full co-operation and information if and when the **Employer** or its representative inquiries into occupational health and safety issues concerning the **Contractor**. It is hereby recorded that the **Employer** and its representatives shall at all times be entitled to make such enquiry.

Without derogating from the generality of the above, the **Contractor** and his responsible persons shall make available to the **Employer** and its representative, on request, all and any

checklists and inspection registers required to be kept in respect of any of machinery or equipment.

9 WORK PROCEDURES

The **Contractor** shall implement safe work practices and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.

10 HEALTH AND SAFETY MEETINGS

In terms of the OHS Act, as applicable, the **Contractor** shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every 3 months should it be required in terms of the Act.

11 COMPENSATION REGISTRATION

The **Contractor** shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The **Contractor** shall further ensure that the cover shall remain in force while any such employee is present on the premises. Certified copies of valid letters of good standing shall be submitted to the employer before work commences.

12 MEDICAL EXAMINATIONS

The **Employer** reserves the right to compel the **Contractor** to ensure that all his employees undergo routine medical examinations, and that they are medically fit for the purposes of the work they are to perform.

13 INCIDENT REPORTING AND INVESTIGATION

All incidents referred to in Section 24 of the OHS Act shall be reported by the **Contractor** to the Department of Labour and to the **Employer**. The **Employer** shall further be provided with copies of any written documentation relating to any incident occurring in the execution of work under contract or agreement with the **Employer**.

The **Employer** retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS Act into such incident.

14 FIRE PRECAUTIONS AND FACILITIES

The **Contractor** shall ensure that an adequate supply of fire-protection and first-aid facilities is provided for the work to be performed where indicated as being required in terms of a risk assessment.

The **Contractor** shall further ensure that all his employees are familiar with fire precautions at the, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

Smoking is only to be permitted in designated smoking areas.

15 HYGIENE AND HOUSEKEEPING

The **Contractor** shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.

16 NO NUISANCE

The **Contractor** shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the **Employer**.

17 INTOXICATION NOT ALLOWED

No intoxicating substance of any form shall be allowed. The **Contractor** shall ensure that adequate measures are implemented to ensure that no employee is, or remains, under the influence of alcohol when engaged in the **Employer's** business. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

18 PERSONAL PROTECTIVE EQUIPMENT

The **Contractor** shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act. The **Contractor** shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

The **Employer** reserves the right to instruct the **Contractor** to obtain and use specific PPE, appropriate to the nature of the work and with due regard to the principle of reasonable practicality.

The **Contractor** shall provide appropriate safety signage and barricading and demarcation where necessary and appropriate. The **Employer** reserves the right to inform the **Contractor** of inadequate signage, barricading or demarcation and to instruct him to improve it before work may continue.

19 PLANT, MACHINERY, EQUIPMENT AND VEHICLES

In accordance with the provisions of Section 10(4) of the OHS Act, the **Contractor** hereby confirms that he has noted his liability for taking the necessary steps to ensure that any machine, article or substance that is provided to it is safe to use. The mandatory further warrants that this agreement is one made in terms of Section 10(4) of the OHS Act.

20 QUALIFICATIONS

The **Contractor** will provide the **Employer** with certified copies of all certificates necessary to confirm the competence of the **Contractor's** employees; such as operators certificates of competence, drivers licenses, PDP's, first aid training certificates and any other appropriate documents that the **Employer** may require.

21 NO USAGE OF THE EMPLOYER'S EQUIPMENT

The **Contractor** hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the **Employer** unless the prior written consent of the

Employer has been obtained, in which case the Contractor shall ensure that only those persons authorised to make use of them, have access thereto.

22 TRANSPORT

The Contractor shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times. All occupants of a vehicle must wear safety belts and the drivers are not to use a hand held cell phone.

In the event that any hazardous substances are to be transported on or to the premises, the Contractor shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

23 INDEMNITY

The Contractor indemnifies the Employer against any claim, whether based in common law or legislation, which any party, including employees of the Contractor, may have against the Employer arising out of the performance or execution of the work.

24 DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Contractor.

25 HEADINGS

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

26 COSTS

The Contractor accepts that ensuring full compliance with the relevant Legislation and other health and safety requirements may have a cost implication. The Contractor accepts these costs as for its account, and warrants that the potential cost implication was disclosed prior to entering into contract.

27 SIGNATURES

FOR AND ON BEHALF OF THE CONTRACTOR

SIGNED at _____ on this _____ day of _____ 2024

Name:

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER

SIGNED at _____ on this _____ day of _____ 2024

Name:

WITNESSES:

1. _____

2. _____

ANNEXURE C: DECLARATION OF COMPLIANCE TO STATEMENT OF WORK

I, (duly authorised) (Name) _____ from (Company) _____

_____ Hereby declare that the offered system shall be in full compliance to the RFB, USER REQUIREMENT STATEMENT, paragraphs 3.3.1(b, c & d), 3.3.2, 3.5.1, 3.5.2, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11.

Signature

Date